



Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-684-1681 TTY Relay: 711

REQUEST FOR PROPOSAL

DATE ADVERTISED: May 6, 2004

**RFP Title: LSJ Integration Program – Implementation Project
Architecture and Development**

Requesting Dept./ Div.: King County Office of Information Management

RFP Number: 137-04RLD

Due Date: May 27, 2004 – no later than 2:00 P.M.

Buyer: Roy L. Dodman roy.dodman@metrokc.gov, (206) 263-4266

Pre-Submittal Conference:

A conference to discuss questions related to this RFP shall be held at **10:00 a.m. on Monday, May 17, 2004**, in Conference Room 8A on the 8th Floor of the Exchange Building, 821 Second Avenue, Seattle, WA 98104.

Sealed Submittals are hereby solicited and will **ONLY** be received by

**King County Procurement Services Section
Exchange Building, 8th Floor
821 Second Avenue
Seattle, WA 98104-1598**

Office Hours - 8:00 a.m. - 5:00 p.m.
Monday - Friday

SUBMITTERS MUST COMPLETE AND SIGN THE FORM BELOW (TYPE OR PRINT)

Company Name		
Address		City/State/Zip Code
Signature	Authorized Representative / Title	
E-mail	Phone	Fax

This Request for Proposal will be provided in alternative formats such as Braille, large print, audio cassette or computer disk for individuals with disabilities upon request.

Sealed qualification submittals are hereby solicited and will be received only at the office of the King County Procurement Services Section at 821 Second Avenue, 8th Floor, Seattle, Washington, 98104 no later than 2 p.m. on the date noted above regarding the *LSJ Integration Program – Implementation Project Architecture and Development* for the *King County Office of Information Resource Management (OIRM)*. These services shall be provided to King County in accordance with the following and the attached instructions, requirements, and specifications.

Submittal: King County requires the Submitting firm to sign and return *this entire Request for Proposal (RFP) document*. The Submitter shall provide *one unbound original* and *five (5) copies* of the submittal response, data or attachments offered, for *six (6) items* total. The original in both cases shall be noted or stamped "Original".

Pre-Submittal Conference: A conference to discuss questions related to this RFP shall be held at 10:00 a.m. on Monday, May 17, 2004, in Conference Room 8A on the 8th Floor of the Exchange Building, 821 Second Avenue, Seattle, WA 98104.

Questions: After the Pre-Submittal Conference, Submitting firms will be required to submit any further questions in writing prior to the close of business Tuesday, May 18, 2004 in order for staff to prepare any response required to be answered by Addendum. Questions are best received and most quickly responded to when sent via e-mail directly to the following King County procurement personnel: *Primary* – Roy L. Dodman, Senior Buyer roy.dodman@metrokc.gov / *Secondary* – Cathy M. Betts, Buyer cathy.betts@metrokc.gov. Questions may also be sent via fax or mail to the address above.

SECTION I – GENERAL INFORMATION

- A. King County is an Equal Opportunity Employer and does not discriminate against individuals or firms because of their race, color, creed, marital status, religion, age, sex, national origin, sexual orientation, or the presence of any mental, physical or sensory handicap in an otherwise qualified handicapped person.
- B. All submitted qualifications and evaluation materials become public information and may be reviewed by appointment by anyone requesting to do so *at the conclusion* of the evaluation, negotiation, and award process. This process is concluded when signed contracts are completed between King County and the selected Consultants. Please note that if an interested party requests copies of submitted documents or evaluation materials, a standard King County copying charge per page must be received prior to processing the copies. King County *will not* make available photocopies of pre-printed brochures, catalogs, tear sheets or audio-visual materials that are submitted as support documents with a submittal. Those materials will be available for review at King County Procurement.
- C. No other distribution of submittals will be made by the Submitters prior to any public disclosure regarding the RFP, the submittal or any subsequent awards without written approval by King County. For this RFP all submittals received by King County shall remain valid for ninety (90) days from the date of submittal. All qualification documents received in response to this RFQ will be retained.
- D. Submittals shall be prepared simply and economically, providing a straightforward and concise but complete and detailed description of the Submitter's abilities to meet the requirements of this RFP. Fancy bindings, colored displays and promotional materials are not desired. Emphasis shall be on completeness of content.
- E. King County reserves the right to reject any or all submittals that are deemed not responsive to its needs.
- F. In the event it becomes necessary to revise any part of this RFP, addenda shall be created and posted at the King County Procurement web site. Addenda will also be conveyed to those potential submitters providing an accurate e-mail address. If desired, a hard copy of any addenda may be provided upon request.
- G. King County is not liable for any cost incurred by the Submitter prior to issuing the contract.

- H. A contract may be negotiated with the Submitters whose qualifications would be most advantageous to King County in the opinion of the King County Office of Information Resource Management, all factors considered. King County reserves the right to reject any or all qualifications submitted.
- I. It is proposed that if selections are made as a result of this RFP, contracts with maximum rates and fixed price/prices will be negotiated, either directly or by work orders. This RFP is primarily designed to identify the most qualified firms.
- J. This RFP shall be available for use by all King County Departments, Divisions and Agencies. If orders will be placed by the County's Transit Division, the Contractor will be required to sign and comply with the Federal Transit Administration's (FTA)'s required documentation.
- K. The contents of the submittal of the selected Submitters shall become contractual obligations if contracts ensue. Failure of a Submitter to accept these obligations may result in cancellation of their selection.
- L. A contract between the Consultant and King County shall include all documents mutually entered into specifically including the contract instrument, the RFP, and the response to the RFP. The contract must include, and be consistent with, the specifications and provisions stated in the RFP.
- M. News releases pertaining to this RFP, the services, or the project to which it relates, shall not be made without prior approval by, and then only in coordination with, the King County Department of Executive Services.
- N. King County Code 4.16.025 prohibits the acceptance of any submittal after the time and date specified on the Request for Qualifications. There shall be no exceptions to this requirement.
- O. King County agencies' staff are prohibited from speaking with potential Proposers about the project during the solicitation.

Please direct all questions to:

Roy L. Dodman / Senior Buyer
(206) 263-4266
roy.dodman@metrokc.gov

or Cathy M. Betts / Buyer
(206) 263-4267
cathy.betts@metrokc.gov

NOTE: Documents and other information is available in alternate formats for individuals with disabilities upon advance request by calling Mary Lou Allwine at 206-296-4210 or TTY711.

- P. Protest Procedure - King County has a process in place for receiving protests based upon either submittals or contract awards. If you would like to receive or review a copy, please contact the Buyer named on the front page of this document or call Procurement Services at 206-684-1681.
- Q. Electronic Commerce and Correspondence. King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid, Requests for Proposal, and Requests for Qualifications, as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://www.metrokc.gov/finance/procurement>. Please refer to the "RFPs, RFQs & ITBs / New / Consultants" portion of the site (note: some documents or portions thereof may not be posted on the site. Please note any special messages regarding a particular solicitation). This information is posted at the Web Site as a *convenience* to the public, and is not intended to replace the King County process of formally requesting bid documents and providing the County with contact information for the potential proposer. Each proposer bears the responsibility to confirm the completeness and accuracy of all documents pertaining to a given solicitation, including the receipt of all issued addenda.

If a proposer downloads a document from the Web Site and does not contact the Procurement Office to obtain a hard copy, the proposer *must* use the "Feedback" (Envelope) button at the bottom of the Web page to convey the proposer's company name, contact name, mailing address, and phone/fax number to the County. Please note which document/documents were downloaded.

After submittals have been opened in public, the County will post a listing of the consultants submitting qualifications at the King County Internet site. Please refer to the "RFPs, RFQs & ITBs / Awarded / Consultants" portion of the site for a listing, as well as a notification of a final award.

Unless otherwise requested, letters and other transmittals pertaining to this RFP will be issued to the e-mail address noted in our files, and after submittal, noted on the first page of this document. If other personnel should be contacted via e-mail in the evaluation of this submittal, or to be notified of evaluation results, please complete the information in the table below.

Contact Name	Title	Phone	E-mail address

- R. Washington State Public Disclosure Act (RCW 42.17) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged.
- S. Qualifications submitted under this RFP shall be considered public documents and with limited exceptions submittals that are recommended for contract award will be available for inspection and copying by the public.

If a Submitter considers any portion of his/her submittal to be protected under the law, the Submitter shall clearly identify on the page(s) affected such words as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." The Submitter shall also use the descriptions above in the following table to identify the effected page number(s) and location(s) of any material to be considered as confidential (attach additional sheets as necessary). If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the County will notify the Submitter of the request and allow the Submitter ten (10) days to take whatever action it deems necessary to protect its interests. If the Submitter fails or neglects to take such action within said period, the County will release the portion of the Submittal deemed subject to disclosure. By submitting qualifications, the Submitter assents to the procedure outlined in this paragraph and shall have no claim against the County on account of actions taken under such procedure.

Type of exemption	Beginning Page / Location	Ending Page / Location

- U. Proposers are urged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, whenever practicable, in preparing responses to this RFP.
- V. Bid Identification Label: Please see the Bid Identification Label on the last page of this document.

SECTION II – PROJECT SPECIFICATIONS AND SCOPE OF WORK.

PART 1 - Purpose, Program and Project Background

A. Purpose

The purpose of this RFP is to establish a contract with a systems integration consultant to provide senior level integration architecture and development services to support a defined project for the Law, Safety and Justice Integration (LSJ-I) Program. The project will leverage the existing integration infrastructure and tools to design, develop, and implement the solutions necessary to achieve the objectives of the project outlined in this document.

B. LSJ-I Program Background

The mission of the King County Law, Safety and Justice Integration (LSJ-I) Program is to improve the efficiency and management of criminal justice cases, and improve the safety of King County citizens, through the effective and timely sharing of criminal justice information with decision makers and law enforcement officers.

Members of the King County LSJ community believe it is in the interest of public safety to make criminal information available to decision makers and law enforcement officers. Additionally, the LSJ agencies wish to share information with external agencies, including municipal, state, and federal law enforcement officials, in accordance with several ordinances and laws, and wish to manage and control costs associated with the processing and administration of criminal justice cases.

The collective vision for an integrated Law, Safety and Justice community is as follows:

- Improve justice operations by making relevant information available to decision makers, operations staff, and law enforcement officers in a timely, accurate, and efficient manner.
- Proactively manage costs associated with the processing and administration of criminal justice cases.
- Provide improved public safety capabilities and services for the constituents of King County.

In order to achieve this vision, the goals of LSJ integration are as follows:

- Identify opportunities to improve operations and reduce costs associated with the criminal justice process through the improved management of information.
- Develop technology and communications to automate information sharing and eliminate redundant data entry.
- Implement solutions to streamline operations and improve criminal case management throughout the justice operation.

The scope of the LSJ-I Program is explicitly confined to the interaction and interoperation of King County agencies with regards to ***criminal proceedings***, and specifically regarding the ***exchange of information, communication, and documents related to the criminal case management workflow*** from the time a crime is investigated until an individual completes their mandated service within a county operated detention facility or program.

C. Project Background

As the first full implementation project of the LSJ-I Program, King County is addressing to distinction criminal justice operations – jail inmate intake and booking, and criminal complaint/referral filing.

The King County Jail is the primary detention facility for all pre-trial arrests within the geographic region of the county, supporting approximately 37 separate police agencies. Presently, the effort of exchanging information between arresting agencies and the jail is a paper-based process, requiring redundant data management and an inability to establish automated relationships between jail, police, prosecutor, and court records. Likewise, the King County Prosecuting Attorney's Office is the prosecuting agency for all felony cases, and many misdemeanor cases, and the process for police agencies to refer complaints to the prosecutor is paper-based.

This project, called Booking and Referral Filing, will create the mechanisms necessary for both the jail and prosecutor to receive the required data and information in electronic format, populating their management systems, and when appropriate re-disseminating information to other agencies.

PART 2 - Scope of Services

In support of the Booking and Referral Filing Project, the successful service provider will deliver two separate and distinct services – integration architecture, and development support.

A. Integration Architecture

The solution provider will assume the responsibility of Integration Architect during the Booking and Referral Filing Project. This will include the following services:

- The development of an overall architecture plan for the project, that aligns to the existing integration architecture and strategy already implemented within King County to support the broader LSJ-I Program
- The development of the functional and technical requirements for the Booking and Referral Filing Project, including the definition of business rules as driven by the operational requirements for the project, and the development and implementation of practices and models for managing such business rules and requirements
- The development of the functional and technical designs for the Booking and Referral Filing Project
- Oversight and leadership of the integration testing and implementation activities for the Booking and Referral Filing Project
- Creation of the deliverables for the successful completion of the tasks, including requirements documents, design documents, operational documentation, and technical documentation

The successful solution provider will meet the following requirements, based on an evaluation of their responses to the RFP and any subsequent presentation:

- Expert knowledge of the software, products, and tools that comprise the integration “middleware” or “hub” within King County and supporting the LSJ-I Program, and proven experience architecting, designing, delivering, and implementing enterprise integration solutions within that environment
- Knowledge of the county’s computing infrastructure, with understanding of both the applications within the scope of the Booking and Referral Filing Project, and experience developing integration solutions within a similar technical environment
- Knowledge of best practices associated with large-scale enterprise integration efforts, and proven methodologies for managing such programs

The Integration Architect will report to the LSJ-I Program Manager under the terms of the contract resulting from this RFP. The Integration Architect will receive day-to-day support from the Section Manager of the ITS/Application Development and Support Services unit, and will communicate with this Section Manager and the LSJ-I Program Manager regarding project progress, objectives, and status.

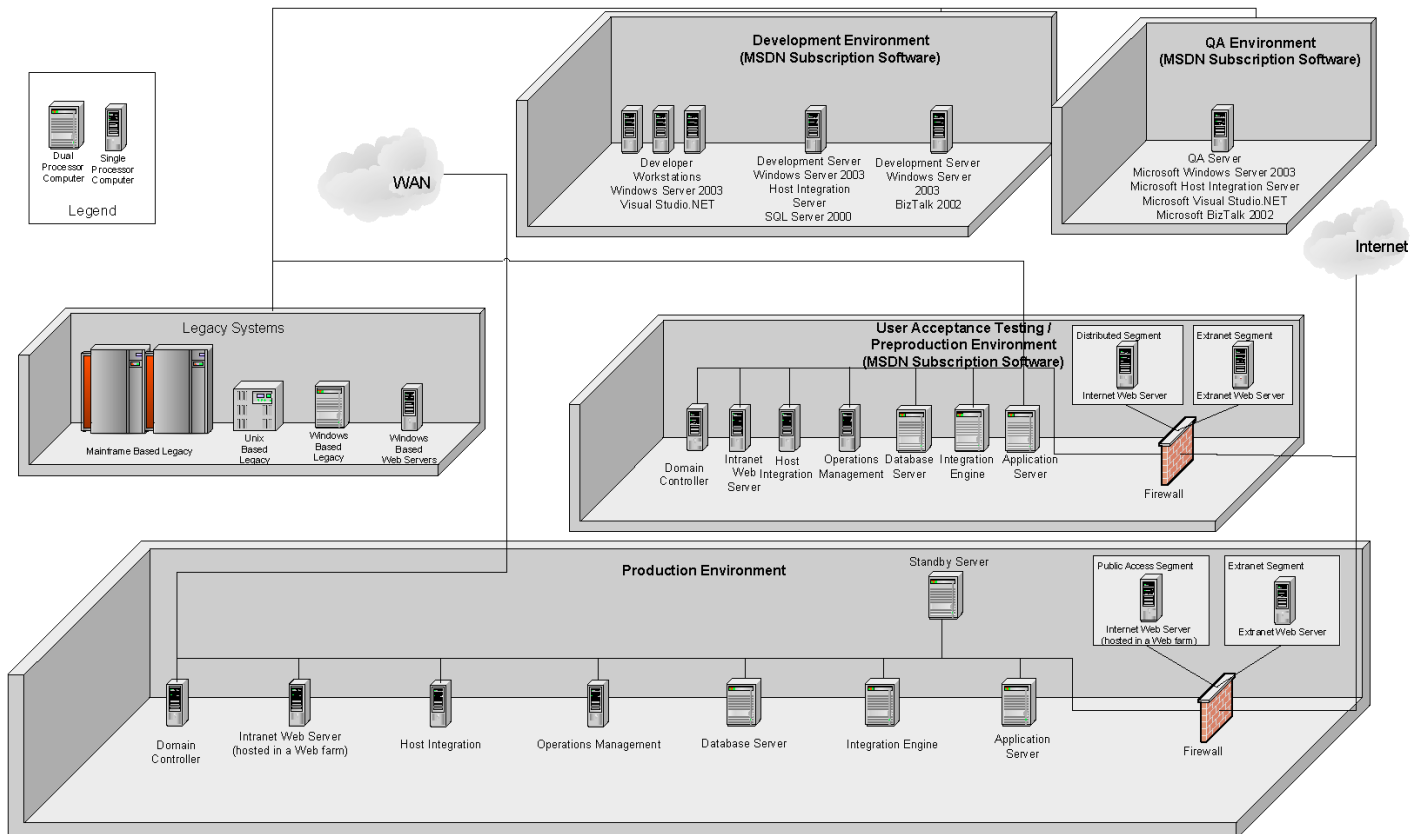
The relevant King County computing architecture associated with the Booking and Referral Filing Project includes the following:

Application	Platform/OS	Language/Interface	Database	Purpose
AFIS Index	Mainframe OS/390	CICS/COBOL/3270	VSAM	Cross-reference system between SeaKing and AFIS
Crimes Capture System	Client/Server Windows NT 4.0	Imageware	Proprietary	Digital Mugshot management system

System	Windows NT 4.0			management system
Incident Report and Investigation System (IRIS)	Client/Server Windows NT 4.0	MS Access	MS SQLServer	King County Sheriff records management system
JKSS	Mainframe OS/390	CICS/COBOL/3270	VSAM	Court calendaring system
PROMIS	Mainframe OS/390	CICS/COBOL/3270	VSAM	Prosecutor case management system
PTM	Mainframe OS/390	CICS/COBOL/3270	VSAM	Pre-trial management and evaluation system
SeaKing	Mainframe OS/390	CICS/COBOL/3270	VSAM	Jail inmate management system
SIP	Mainframe OS/390	CICS/COBOL/3270	VSAM	Jail booking system
Other RMS systems	Various	Web Service	XML	Other police RMS systems (communications expected via web services)
Seattle SeaJIS	Various	Web Service	XML	Seattle Municipal Court data exchange (communications expected via web services)

The county's implemented integration architecture for the LSJ-I Program is as follows:

- Integration Broker: Microsoft BizTalk Server 2002 (upgrade to 2004 scheduled June 2004)
- Data Conversion Tools: BizTalk Mapper tools
- Workflow Management Tools: BizTalk Orchestration tools
- Database/Datamart Tools: Microsoft SQL Server
- Mainframe Adapter: Microsoft Host Integration Server
- Messaging Tools: IBM MQ Series / Microsoft MSMQ (mix)
- Integration Environment Management/Monitoring: Microsoft Operational Manager
- Application Development Tools: Microsoft VisualStudio.NET



Prototype Physical Architecture Diagram

B. Development Support

The solution provider will have the ability to provide senior development resources to support the Booking and Referral Filing Project, if it is determined at a later time that such resources are required based on project development tasks. Development resources would fulfill the following rolls/positions/skills:

- Senior BizTalk developer – ability to design and develop BizTalk artifacts using Orchestration, Channels, XLANG Ports, and Functoids.
- Senior HIS developer – ability to design and develop HIS components to interact with mainframe objects
- Senior application developer – ability to design and develop web-based application components and UI features

Development resources will be managed by the Integration Architect, and receive day-to-day support from the Section Manager of the ITS/Application Development and Support Services unit.

PART 3 - Schedule

Contract signing is expected to occur in late June, 2004. Work would be initiated on a mutually determined date, with the project scheduled to complete in December 2004.

PART 4 - Quality and Acceptance

The primary condition of acceptance will be formal review and acceptance by King County of completed deliverables. The general quality requirements below are typically required for large complex engagements and reports and may not all apply to this engagement. The final quality and acceptance conditions will be developed during contract negotiation.

- Executive summaries will be written for the executive reader and will be clear, understandable and professionally written. They will avoid jargon and will not require knowledge of information technology terms or an information technology background. They will not introduce new concepts or information not included in the more detailed reports. They will include highlights of all the important points in the detail report. They will be a summarization of more detailed material, and there will be a clear trail from the detail to the summary, so that a reader can go from a section in the summary and then easily find the detail to review a particular subject in more depth.
- Reports, design documents, and other deliverable documents will be well written, clear, readable, understandable, and professionally prepared. Findings will be substantiated by detailed information or in reference materials submitted with the deliverables. Documents and supporting information will be organized so that it is easy to find the information supporting a finding in either the appendix or reference documents.
- Reference materials are raw materials that are not distributed with reports, but are delivered to King County to use as research documentation, educational information, or evidence of a technical position or decision. Grammar errors and formats that are not suitable for published reports are acceptable in the reference materials. They may be research materials found in books, periodicals, or the Internet, or they may be interview notes, surveys, meeting notes, etc. They do not need to be perfect to look at, but they must be accurate and information collected through interviews, meetings, abstractions of agency documents, and surveys must be validated with the originators of the information before their content is included in the reports.
- Logs of issues, risks, decisions, action plans, etc. need to be delivered to King County to document such items and the remediation plan for such items. Logged items will be recorded accurately and thoroughly, and updated regularly in a manner that allow for the tracking of such items.
- Illustrations (blueprints, design models, tables, graphs) are very helpful and should be used whenever possible to clarify information. All illustrations must include supporting text that describes it, and it must be clear why the illustration is included.
- Documents submitted as completion of a deliverable must have already passed the consultant company's internal quality review and must be a final version before submittal. Each deliverable should go through the following stages before reaching final deliverable readiness:
 - Format development by the consultant, and format review and acceptance by King County.
 - Outline development by the consultant, and outline review and comments by King County.
 - Draft development by the consultant, and draft review and comments by King County.
 - Final deliverable development by the consultant, consultant QA process completed, and final deliverable review and acceptance by King County.
 - The project work plan must include these tasks and provide sufficient time for review by King County.
- Deliverables will be delivered using the following software products, and will all be compatible with the Microsoft 2000 products, as follows:
 - Reports, including the executive summary, will be produced in Microsoft Word 2000.
 - Diagrams will be delivered in Visio 2000, PowerPoint 2000, or as embedded pictures in Word 2000.
 - Cost analysis and other spreadsheet type data will be delivered in Microsoft Excel 2000.

- Project schedules will be delivered in Microsoft Project 2000.
- Presentation materials will be delivered in PowerPoint 2000.
- Poor quality drafts and final deliverables will be rejected by King County with comments as to the nature of the quality problems, but King County will not rewrite consultant documents, correct grammar errors for them, or provide a detailed report of the errors when the number of errors is substantial. The consultant will need to correct the errors and resubmit through their internal quality assurance process before resubmitting to King County. The consultant will be responsible for all project delays occurring from the submission of poor quality materials.

King County will establish specific acceptance criteria for deliverables during contract negotiations.

PART 5 - Evaluation of Submittals

An evaluation committee will evaluate submittals according to the following point system, and based on the content set forth in Part I of this Section:

Description	Points Available
Vendor Profile – Response Components	30
-Executive Summary	
-Vendor Corporate Profile	
-Experience – Qualifications, experience, team proposed ..	
-References	
-Financial Data	
-General Contract Requirements	
Scope of Work – Response Components	40
-Response to RFP	
-Vendor team proposed.....	
-Proposed methodology and schedule	
-Explanation of County resource requirements	
Pricing – Response Components	30
-Monthly rate: Integration Architecture	
-Weekly rate: Development Services	
-Estimated total price.....	
Total Points Available – Written RFP Evaluation	100

If an award is not made based on the written evaluations alone, King County reserves the right to conduct interviews with the highest ranked Submitters. Should the County conduct interviews, an additional 25 points shall be available. Final award would then be based on the highest ranked submittals as determined by the combination of the written and interview scores.

PART 6- Submittal Format

This section contains the Submittal questions to be addressed by Submitters. Submitters shall address the questions in the order presented, identifying the submittal questions by number. Submittals need to be specific, detailed and straightforward using clear, concise, easily understood language.

A. Vendor Profile

1. Executive Summary.

The Executive Summary should summarize why your qualifications meets King County requirements as stated. This should be a high level overview touching upon all aspects of the vendor's abilities in meeting the requirements and intent of this RFP.

2. Vendor Corporate Profile.

This section must provide a brief overview of the Submitter's company, and any partners or subcontractors proposed in this RFP, including discussions of:

- History
- Organizational and Corporate Strategy
- Mission Statement

3. Qualifications, Experience, and Team Proposed

- Qualifications – Submitters are required to have experience in performing professional consulting services related to systems integration. Describe what makes your firm qualified to perform this work.
- Experience – Explain your experience working with government and private organizations on similar type contracts. Identify which contracts were with government organizations and describe the complexity of the organization and project. Include examples of similar work products to those required in this scope of work.
- Submitter's staff – Include resumes for up to two individuals on staff that you believe would be qualified for the integration architect role, with the understanding you are committing to deliver at one of those individuals for this project, if selected. Include a table listing other persons currently on your staff qualified to conduct the development services, and list the following information:
 - Name of person
 - Number of integration project engagements
 - Technical knowledge they could deliver for this engagement

4. References.

Each Submitter must provide at least three clients with whom they have provided services related to application integration, and which can be contacted as a reference.

5. Financial Data.

Submitter must include information describing the current financial condition of Submitter's company. Include Submitter's latest annual report, or similar information.

6. General Contract Requirements

The contractor shall identify if they will comply with SECTIONS III through VI with a "yes" or "no" response. If the response is "no", the contractor must identify and list specific issues.

7. Vendor Response to Scope of Work

a. Response to RFP Scope of Work.

Respond to this RFP by addressing in detail each item in the Statement of Work, SECTION II – PART 2, and label and number your responses the same as they are in SECTION II – PART 2.

b. Proposed Methodology and Work Plan.

Explain the methodology your firm proposes to use on this engagement and has used in the past to perform application integration efforts similar to those required in this RFP. Identify the typical tasks, activities, schedule, and resources performed in such projects, and explain in detail the reports and deliverables that would be delivered by this project.

c. County Resource Requirements.

Explain your requirements for County staff resources on a typical application integration project.

8. Pricing

Submitter shall provide rates for each role required to perform the scope of work components under this contract. The following guidelines will apply to pricing:

- The submitter shall provide a **fixed monthly rate** for the Integration Architect Services. For comparison purposes, this project is assumed to have a seven-month duration. The rate quoted must be the rate the submitter will agree to provide the Integration Architect Services under a not-to-exceed contract, once the final duration of the project is mutually established.
- The submitter shall provide a **fixed weekly rate** for the Development Support Services. For comparison purposes, it will be assumed that the project will require 16 person-weeks development support. The rate quoted must be the rate the submitter will agree to provide the Development Support Services under a not-to-exceed contract, once the final duration of the project is mutually established.
- All rates must include all travel and per diem expenses associated with the delivery of services under this contract.

SECTION III - NONDISCRIMINATION AND AFFIRMATIVE ACTION

If a contract is awarded from this Request for Proposal, they will contain the following contract language:

PART 1: NON-DISCRIMINATION

- A. King County Code Chapters 12.16, 12.17 and 12.18 are incorporated by reference as if fully set forth herein and such requirements apply to this Contract; provided however, that no specific levels of utilization of minorities and women in the workforce of the Consultant shall be required, and the Consultant is not required to grant any preferential treatment on the basis of race, sex, color, ethnicity or national origin in its employment practices; and provided further that, notwithstanding the foregoing, any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents shall continue to apply.
- B. During the performance of this Contract, neither the Consultant nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract.
- C. The Consultant shall, prior to the commencement of the work and during the term of this Contract, furnish the County, upon request and on such forms as may be provided by the County, a report of the affirmative action taken by the Consultant in implementing the terms of this section. The Consultant will permit access by the County to the Consultant's records of employment, employment advertisements, application forms, other pertinent data and records related to this Contract for the purpose of monitoring and investigation to determine compliance with these requirements.
- D. The Consultant shall implement and carry out the obligations contained in its Affidavit and Certificate of Compliance regarding equal employment opportunity. Failure to implement and carry out such obligations in good faith may be considered by the County as a material breach of this Contract and grounds for withholding payment and/or termination of the Contract and dismissal of the Consultant.
- E. The Consultant shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964.
- F. During the performance of this Contract, neither the Consultant nor any party subcontracting under the authority of this Contract shall engage in unfair employment practices. It is an unfair employment practice for any:
 - 1. Employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;
 - 2. Employment agency or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any guidance program, apprenticeship training program, or other occupational training program;
 - 3. Employer, employment agency, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application therefor, which indicates any discrimination unless based upon a bona fide occupation qualification;
 - 4. Employment agency to discriminate against any person with respect to any reference for employment or assignment to a particular job classification;
 - 5. Employer, employment agency or a labor organization to retaliate against any person because this person has opposed any practice forbidden by KCC Chapter 12.18 or because that person has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing initiated under the provisions of KCC Chapter 12.18;

6. Publisher, firm, corporation, organization or association printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any advertisement with knowledge that the same is in violation of KCC Chapter 12.18.030C., or to segregate and separately designate advertisements as applying only to men and women unless such discrimination is reasonably necessary to the normal operation of the particular business, enterprise or employment, unless based upon a bona fide occupational qualification; and/or
7. Employer to prohibit any person from speaking in a language other than English in the workplace unless:
 - a. The employer can show that requiring that employees speak English at certain times is justified by business necessity, and
 - b. The employer informs employees of the requirement and the consequences of violating the rule.

PART 2: REQUIRED SUBMITTALS

- A. All Consultants entering into a contract or agreement with King County valued at \$25,000 or more shall, after the proposer receives written notice of selection, submit the following:
 1. A Personnel Inventory Report on the form provided by the County.
 2. An Affidavit of Compliance demonstrating the Consultant's commitment to comply with the provisions of KCC Chapter 12.16.
 3. A Sworn Statement of Compliance with 12.16 from any labor union or employee referral agency which refers workers or employees or provides or supervises training programs from whom the Consultant obtains employees.
- B. The County will not execute any agreement or contract without prior receipt of fully executed forms listed in subparagraph A above.
- C. Assistance with the requirements of this Section and copies of Chapters 12.16, 12.17 and 12.18 are available from the Business Development & Contract Compliance (BDCC) Section, phone (206) 205-0700.

PART 3: NONDISCRIMINATION IN SUBCONTRACTING PRACTICES

- A. Compliance with Initiative 200. In accordance with the provisions of Washington Initiative 200, no County Minority and Women Business (M/WBE) utilization requirements shall apply to this Contract. No minimum level of M/WBE sub-consultant participation or purchase from M/WBE certified vendors is required and no preference will be given by the County to a bidder or Proposer for their M/WBE utilization or M/WBE status. Provided, however, that any affirmative action requirements set forth in any federal regulations or statutes included or referenced in the Contract documents will continue to apply.
- B. Non-Discrimination. During the term of this Contract, the Consultant shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with sub-consultants and suppliers, the Consultant shall not discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

During the performance of work performed under any Agreement resulting from this RFQ, neither the consultant nor any party subcontracting under the authority of the agreement shall discriminate or engage in unfair contracting practices prohibited by K.C.C. 12.17.

- C. Record-Keeping Requirements. The Consultant shall maintain, for at least 6 years after completion of all work under this contract, records and information necessary to document its level of utilization of M/WBEs and other businesses as sub-consultants and suppliers in this contract and in its overall public and private business activities for the same period. The Consultant shall also maintain, for at least 6 years after completion of all work under this contract, all written quotes, bids, estimates or proposals submitted to the Consultant by all businesses seeking to participate on this Contract. Consultant shall make such

documents available to the County for inspection and copying upon request. If this contract involves federal funds, Consultant shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.

D. Open Competitive Opportunities. King County encourages the utilization of minority owned businesses ("MBEs") and women-owned businesses ("WBEs")(collectively, "M/WBEs") in County contracts. The County encourages the following practices to promote open competitive opportunities for small businesses including M/WBEs:

1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to provide project information and to inform M/WBEs and other firms of contracting and subcontracting opportunities.
2. Placing all qualified small businesses attempting to do business in King County, including M/WBEs, on solicitation lists, and providing written notice of subcontracting opportunities to M/WBEs and all other small businesses capable of performing the work, including without limitation all businesses on any list provided by the County, in sufficient time to allow such businesses to respond to the written solicitations.
3. Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses including M/WBEs.
4. Establishing delivery schedules, where the requirements of this contract permit, that encourage participation by small businesses, including M/WBEs.
5. Providing small businesses including M/WBEs that express interest with adequate and timely information about plans, specifications, and requirements of the contract.
6. Utilizing the services of available community organizations, Consultant groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses including M/WBEs.

Further, the County encourages small businesses, including M/WBEs, to participate in the following practices to promote open competitive opportunities:

1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to receive project information and to inform prime bidders/proposers of contracting and subcontracting capabilities.
2. Requesting placement on solicitation lists, and receipt of written notice of subcontracting opportunities.
3. Utilizing the services of available community organizations, Consultant groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses and M/WBEs.

E. Sanctions for Violations. Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract for which the Consultant may be subject to damages and sanctions provided for by contract and by applicable law.

PART 4: REQUIREMENTS DURING WORK

A. Site Visits

King County may at any time visit the site of the work and the Consultant's office to review records related to actual utilization of and payments to subcontracting firms. The Consultant shall maintain sufficient records necessary to enable King County to review utilization of subcontracting firms. The Consultant shall provide every assistance requested by King County during such visits.

PART 5: COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED AND THE AMERICANS WITH DISABILITIES ACT OF 1990

The Consultant shall complete a Disability Self-Evaluation Questionnaire for all programs and services offered by the Consultant (including any services not subject to this Contract) and shall evaluate its services, programs and employment practices for compliance with Section 504 of the Rehabilitation Act of 1973, as amended

("504"), and the Americans with Disabilities Act of 1990 ("ADA"). The Consultant shall complete a 504/ADA Disability Assurance of Compliance prior to execution of a contract.

SECTION IV - GENERAL CONTRACT REQUIREMENTS

PART 1: TERMINATION CLAUSES

- A. This Contract may be terminated by the County without cause, in whole or in part, upon providing the Consultant ten (10) calendar days' advance written notice of the termination.

If the Contract is terminated pursuant to this Section IV, paragraph A: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Consultant shall be released from any obligation to provide further services pursuant to the Contract.

- B. The County may terminate this Contract, in whole or in part, upon five (5) calendar days' advance written notice in the event: (1) the Consultant materially breaches any duty, obligation, or services required pursuant to this Contract, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible.

If the Contract is terminated by the County pursuant to this Subsection IV(B) (1), the Consultant shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Consultant, including but not limited to misappropriation, nonperformance of required services or fiscal mismanagement, the Consultant shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Consultant by the County.

- C. If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth above in Section II or in any amendment hereto, the County may, upon written notice to the Consultant, immediately terminate this Contract in whole or in part.

If the Contract is terminated pursuant to this Section IV, paragraph C: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Consultant shall be released from any obligation to provide further services pursuant to the Contract.

Funding under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this contract will terminate at the close of the current appropriation year.

- D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or law that either party may have in the event that the obligations, terms and conditions set forth in this Contract are breached by the other party.

PART 2: INDEMNIFICATION AND HOLD HARMLESS

- A. In providing services under this Contract, the Consultant is an independent contractor, and neither the Consultant nor its officers, agents or employees are an employee of the County for any purpose. The Consultant shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits or taxes to, or on behalf of, the Consultant, its employees or others by reason of this Contract. The Consultant shall protect, indemnify and save harmless the County, its officers, agents and employees from and against any and all claims, costs and/or losses whatsoever occurring or resulting from 1) the Consultant's failure to pay any such compensation, wages, benefits or taxes; and 2) the supplying to the Consultant of work, services,

materials and/or supplies by Consultant employees or other suppliers in connection with the performance of this Contract.

- B. The Consultant further agrees that it is financially responsible for and shall repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional acts or failure for any reason to comply with the terms of this Contract by the Consultant, its officers, employees, agents and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.
- C. The Consultant shall protect, defend, indemnify, and save harmless the County, [and the State of Washington (when any funds for this Contract are provided by the State of Washington)] their officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Consultant, its officers, employees, and/or agents. The Consultant agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, the Consultant by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that County incurs attorney fees and/or costs in the defense of claims, for damages within the scope of this section, such fees and costs shall be recoverable from the Consultant. In addition King County shall be entitled to recover from the Consultant fees, and costs incurred to enforce the provisions of this section.

Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in unfair trade practice.

Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this agreement.

PART 3: INSURANCE

The selected Consultant shall furnish General Liability (Commercial General Liability) in the amount of \$1,000,000 combined single limit; \$2,000,000 aggregate. In addition, with the exceptions of sole proprietorships, evidence of Workers' Compensation and Stop-Gap Employer's Liability shall be \$1,000,000. Further, when automobile travel is required of the contract, the selected consultant shall furnish Automobile Liability with a limit of \$1,000,000, and Professional Liability: Errors and Omissions in the amount of \$1,000,000 per claim/Aggregate.

Such policy/policies shall endorse King County, and its appointed and elected officials and employees as additional insureds.

King County reserves the right to approve deductible/self-insured retention levels and the acceptability of insurers.

PART 4: CORRECTIVE ACTION

If the County determines that a breach of contract has occurred, that is the Consultant has failed to comply with any terms or conditions of this Contract or the Consultant has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

- A. The County will notify the Consultant in writing of the nature of the breach;
- B. The Consultant shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more than ten (10) days from the date of the Consultant's response; unless the County, at

its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;

- C. The County will notify the Consultant in writing of the County's determination as to the sufficiency of the Consultant's corrective action plan. The determination of sufficiency of the Consultant's corrective plan shall be at the sole discretion of the County;
- D. In the event that the Consultant does not respond within the appropriate time with a corrective action plan, or the Consultant's corrective action plan is determined by the County to be insufficient, the County may commence termination of this Contract in whole or in part pursuant to Section IV.B;
- E. In addition, the County may withhold any payment owed the Consultant or prohibit the Consultant from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- F. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section IV, Termination Clauses, Subsections A, B, C, and D.

PART 5: ASSIGNMENT/SUBCONTRACTING

- A. The Consultant shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. Said consent must be sought in writing by the Consultant not less than fifteen (15) calendar days prior to the date of any proposed assignment.
- B. "Subcontract" shall mean any agreement between the Consultant and a Subcontractor or between Subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (i) support services not related to the subject matter of this contract, or (ii) supplies.

SECTION V - ADDITIONAL INFORMATION & REQUIREMENTS

- A. Domestic Partner Benefits (*Non-Discrimination in Benefits*):

King County's Domestic Partner Benefits (DPB) Ordinance 14823 prohibits the award of contracts valued at \$25,000.00 or more to firms that discriminate in the provision of employee benefits between employees with spouses, and employees with domestic partners. To be eligible for award, Contractors shall comply fully with the ordinance's provisions. Within five (5) days of notification of intent to award, and as a condition of the execution of a contract, the successful bidder/proposer shall provide to King County Procurement & Contract Services Section a completed DPB "Declaration" form (see last page of this document). The DPB Ordinance and Declaration Form are available online at www.metrokc.gov/finance/procurement/forms.asp.

- B. Disclosure – Conflict of Interest

King County Code Chapter 3.04 is incorporated by reference as if fully set forth herein and the Consultant agrees to abide by all the conditions of said Chapter. Failure by the Consultant to comply with any requirements of this Chapter shall be a material breach of contract.

1. The Consultant covenants that no officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the planning and implementation of the scope of services funded herein, or any other person who presently exercises any functions or responsibilities in connection with the planning and implementation of the scope of services funded herein shall have any personal financial interest, direct or indirect, in this Contract. The Consultant shall take appropriate steps to assure compliance with this provision.
2. If the Consultant violates the provisions of Section V (1) or does not disclose other interest required to be disclosed pursuant to King County Code Section 3.04.120, as amended, the County will not be liable for payment of services rendered pursuant to this Contract. Violation of this Section shall constitute a

substantial breach of this Contract and grounds for termination pursuant to Section IV (B) above as well as any other right or remedy provided in this Contract or law.

3. The King County Board of Ethics maintains a website that provides information regarding King County ethics requirements. To review specific areas of the Code of Ethics that relate to contractors and vendors, follow this path: <http://www.metrokc.gov/ethics/>, and access 1) The Code of Ethics, "Employee Code of Ethics 3.04", and 2) Advice and Guidance "Doing Business with Contractors, Vendors, Clients and Customers". Under "Employee Code of Ethics 3.04", there are two areas of the code that speak specifically to contractors: 3.04.060 B1 (attempting to secure preferential treatment) and 3.04.120 (disclosure of interests by consultants requirement). There are other sections under conflict of interest, 3.04.030 that are directed to employees and govern their relationships with contractors.

C. Recycled/Recyclable Products

It is the policy of King County to use recycled materials to the maximum extent practicable (King County Code Chapter 10.16). Consultants able to supply products containing recycled materials that meet performance requirements are encouraged to offer them in bids and proposals and to use them wherever possible in fulfillment of contracts.

The Consultant shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Contract and shall ensure that, whenever possible, the cover page of each document printed on recycled paper bears an imprint identifying it as recycled paper. If the cost of recycled paper is more than fifteen percent higher than the cost of non-recycled paper, the Consultant may notify the Contract Administrator, who may waive the recycled paper requirement. The Consultant shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical in the fulfillment of this Contract.

D. Proprietary Rights

The parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. The foregoing shall not apply to existing training materials, consulting aids, check lists and other materials and documents of the Consultant which are modified for use in the performance of this Contract.

SECTION VI - MAINTENANCE OF RECORDS/AUDITS

- A. The Consultant shall maintain, and shall require any sub-consultant to maintain, accounts and records, including personnel, property, financial and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all project funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract. The Consultant shall make such documents available to the County for inspection, copying, and auditing upon request.
- B. All records referenced in subsection (A) shall be maintained for a period of six (6) years after completion of work or termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.
- C. The Consultant shall provide access to its facilities, including those of any sub-consultant, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County will give advance notice to the Consultant in the case of fiscal audits to be conducted by the County.
- D. The Consultant agrees to cooperate with the County or its designee in the evaluation of services provided under this Contract and to make available all information reasonably required by any such evaluation

process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.17.

- E. If the Consultant received a total of \$300,000.00 or more in federal financial assistance during its fiscal year from the County, and is a non-profit organization or institution of higher learning or a hospital affiliated with an institution of higher learning, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted of its financial statement and condition, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Standards for Audits of Governmental Organizations, Programs, Activities, and Functions and OMB Circulars A-133 and A-128, as amended and as applicable. Consultants receiving federal funds from more than one County Department or Division shall be responsible for determining if the combined financial assistance is equal or greater than \$300,000.00. The Consultant shall provide one copy of the audit report to each County division providing federal financial assistance to the Consultant no later than six (6) months subsequent to the end of the Consultant's fiscal year.

SECTION VII – REQUIRED FORMS


The following completed forms will be required from the selected contractor, prior to contract award:

- A. King County Personnel Inventory Report
- B. Affidavit and Certificate of Compliance with King County Code 12.16
- C. Statement of Compliance - Union or Employee Referral Agency Statement (if applicable)
- D. King County Code 3.04.120 and Consultant Disclosure Form
- E. 504/ADA Disability Assurance of Compliance and Corrective Action Plan
- F. Domestic Partner Declaration Form

Copies of these forms are available by contacting the King County Procurement and Contract Services Division. They are available in paper form, or may be obtained via e-mail. Please contact Cathy Betts at 206-263-4267 or Roy L. Dodman at 206-263-4266, or by sending an e-mailed request to cathy.betts@metrokc.gov or roy.dodman@metrokc.gov.

SECTION VIII – SUBMITTAL CHECKLIST

- A. One (1) signed copy of entire RFP package.
- B. One (1) signed copy of any Addendum that was issued. (If it has signature box at bottom of first page, it must be returned.)
- C. One (1) unbound copy of submittal response marked “Original.”
- D. Five (5) additional copies of submittal response.
- E. Complete the Bid Identification Label below (or reasonable facsimile) and attach it to a prominent place on the exterior of the submission envelope, box, etc.

URGENT – SEALED BID ENCLOSED Do Not Delay – Deliver Immediately	
 King County	King County Procurement & Contract Services Section Exchange Building, 8 th Floor 821 2nd Ave, EXC-FI-0862 Seattle, WA 98104-1598
Bid No.	RFP 137-04RLD
Bid Title	LSJ Integration Program – Implementation Project Architecture & Development
Due Date	
Vendor	

Domestic Partner Benefits Declaration Form



Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
Exchange Building, EXC-ES-0862
821 Second Avenue, 8th Floor
206-684-1681 TTY Relay: 711

King County's Domestic Partner Benefits (DPB) Ordinance prohibits County contractors from discrimination in the provision of employee benefits between employees with spouses and employees with domestic partners. "Employee benefits" are defined as the provision of bereavement leave; disability, life and other types of insurance; family medical leave; health benefits; membership discounts; moving expenses; pension and retirement benefits; travel benefits; and other benefits given to employees, but excludes benefits to the extent that the application of the ordinance may be preempted by federal or state law.

The Domestic Partner Benefits Ordinance is available online at
www.metrokc.gov/finance/procurement/forms.asp.

This form must be completed, signed and returned to the address listed above within five (5) business days of notification of King County's intent to award a contract.

Check all that apply:

- ☐ Makes benefits available on an equal basis to its employees with spouses and its employees with domestic partners.
- ☐ Does not make benefits available to the spouses or the domestic partners of its employees.
- ☐ Has no employees.
- ☐ Registered under the City of Seattle's "Equal Benefits Compliance" Code (SMC CH.20.45).

Company Name

Street Address

City / State / Postal Code

E-mail Address

Phone

Fax

Signature

Authorized Representative / Title